




FARMINGTON POLICE DEPARTMENT

POLICY AND PROCEDURE

	POLICY NUMBER: 422-01	EFFECTIVE DATE: 02/09/2018	
	SUBJECT: Compensation and Benefits		
	APPROVED BY:  STEVEN D. HEBBE, CHIEF OF POLICE		

PURPOSE:

To describe the compensation and benefits offered to the employees of the Farmington Police Department.

POLICY:

It is the policy of the Farmington Police Department to provide a competitive compensation and benefits package sufficient to attract and retain competent, qualified personnel.

PROCEDURE:

Salary:

The salary levels, the means used in determining the elements of the salary program, and annual review for Department employees are covered in ARTICLE 3, PAY in the City of Farmington Personnel Rules.

The salary levels for entry-level, differential within ranks and differential between ranks, is published in the City of Farmington Fiscal Year Pay Plan.

Add-Pay:

The Department provides add-pay to specific specialty positions; bomb squad members, community policing members (also referred to as District Coordinators), detective, hostage negotiators, K-9 officers, School Resource Officers, SWAT team members, traffic officers, and training unit officers. Members of the Police Department shall receive Specialty Pay as described in Section 4 of City Resolution Number 2000-994 and Administrative Regulation AR-13-6.

An add-pay is distributed to sworn officers and the respective supervisors of the aforementioned positions to include both corporals and sergeants. Sergeants, corporals and officers are limited to a maximum of four add-pays while employed with the Department.

Officers and/or supervisors on significant leave from their assigned specialty will have their add-pay suspended and reinstated accordingly. This includes but is not limited to; administrative leave, light duty, restricted duty, re-assignment, etc.

Compensatory Time:

The payment of compensatory time for non-exempt employees is covered in Administrative Regulation AR-93-1.

Educational Incentive Pay:

City of Farmington Resolution No. 2000-994 and Administrative Regulation AR-13-6 pertains to Supplemental Pay Plans of employees and states the following:

The City recognizes that the ability of officers in the uniformed sworn services (Police and Fire) is enhanced by the officers' formal training. Consequently, the City will compensate such sworn officers, as well as officers in position #40104 titled Community Service/Police Transition Officers, for their job related education in the following manner: (job relatedness will be determined by the Police Chief or Fire Chief and the Personnel Director)

For each credit hour with a passing grade, the officer shall:

(1) Receive compensation at a rate of \$1.67 per credit hour in additional pay per month, up to a maximum of seventy five (75) credit hours (\$125.00 maximum).

(2) For a two-year job-related associate degree the officer will receive a maximum of \$125.00 per month compensation.

(3) For a four-year job-related degree (BA or BS) the officer will receive a maximum of \$167.00 per month compensation.

(4) For a job related masters' degree (MA) the officer will receive a maximum of \$209.00 per month compensation.

Special training classes, for which college credit is given, will also be eligible for compensation. An officer must have earned a degree from an accredited college or university, or institution for which college credit is given, in order to be eligible for educational compensation. It is the responsibility of the officer, upon employment, to furnish the department head documentation for education received. This information will be forwarded to the Personnel division which will, in turn, notify the Payroll division.

Hiring Bonus:

The Department offers hiring bonuses to police officer candidates in five different categories. Police candidates who elect to receive a bonus and sign-on payment are required to complete a formal contract with the City of Farmington outlining the stipulations of the bonus offered. Those categories and stipulations for which a bonus is offered are outlined as follows:

1. After completion of the following criteria in paragraphs 1A or 1B or 1C or 1D or 1E below, the City will pay the Police Officer the applicable bonus and sign-on payments:

A. A bonus and sign-on payment totaling the sum of \$15,000 (payable in three installments) to **New Mexico lateral police officers** as follows:

i) Payment of \$4,500 as a "sign-on" bonus when the Police Officer receives his/her first paycheck from the City of Farmington; and

ii) Upon completion of the Field Training Program, the sum of \$3,000 will be paid; and

iii) Upon completion of the Police Officer's probationary period with the Farmington Police Department, the remaining sum of \$7,500 will be paid to the Police Officer, OR

B. A bonus and sign-on payment totaling the sum of \$5,000 (payable in three installments) to **out-of-state lateral police officers** as follows:

i) Payment of \$3,000 as a "sign-on" bonus when the Police Officer receives his/her first paycheck from the City of Farmington; and

ii) Upon completion of the Field Training Program and upon meeting the New Mexico Department of Public Safety criteria for completion of a New Mexico police officer certification by waiver, the sum of \$1,000 will be paid; and

iii) Upon completion of the Police Officer's probationary period with the Farmington Police Department, the remaining sum of \$1,000 will be paid to the Police Officer, OR

C. A one-time sign-on payment of \$3,000 to an **entry level Police Officer** (no prior lateral experience), upon completion of the Field Training Program, OR

D. A bonus and sign-on payment totaling the sum of \$5,000 (payable in three installments) to **officers previously certified in the State of New Mexico and who are eligible for Certification by Waiver** as follows:

i) Payment of \$3,000 as a "sign-on" bonus when the Police Officer receives his/her first paycheck from the City of Farmington; and

ii) Upon completion of the Field Training Program and upon meeting the New Mexico Department of Public Safety criteria for completion of a New Mexico police officer certification by waiver, the sum of \$1,000 will be paid; and

iii) Upon completion of the Police Officer's probationary period with the Farmington Police Department, the remaining sum of \$1,000 will be paid to the Police Officer, OR

E. A one-time sign-on payment of \$3,000 to **officers previously certified in the State of New Mexico and who are not eligible for Certification by Waiver**, with his/her first paycheck from the City of Farmington.

2. Previous employees of the City of Farmington who held a sworn Police Officer position are not eligible to receive a hiring bonus unless 24 months have passed between their separation from employment as a Police Officer with the City of Farmington and their rehire with the City of Farmington Police Department. Previous employees of the City of Farmington who held a sworn Police Officer position are eligible to receive one half of the established applicable hiring bonus if 24 months, but less than 36 months, have passed between their separation from employment as a Police Officer with the City of Farmington and their rehire with the City of Farmington Police Department. Previous employees of the City of Farmington who held a sworn Police Officer position are eligible to receive the entire established applicable hiring bonus if 36 months have passed between their separation from employment as a Police Officer with the City of Farmington and their rehire with the City of Farmington Police Department.

3. In the event the Police Officer fails to successfully complete any one of the following requisite functions of their employment, the Police Officer agrees to repay the entire amount of any hiring bonus which has been paid to the Police Officer, as required by the City:

- A. New Mexico Police Academy (New Officer Academy);
- B. New Mexico Certification by Waiver Academy (Lateral, out-of-state officer academy);
- C. New Mexico P.O.S.T. Certification;
- D. Farmington Police Department Field Training Program; or
- E. City of Farmington probationary period

4. Police Officer agrees to remain employed in their original position for a period of one year from the completion date of their probationary period. In the event Police Officer voluntarily terminates employment with the Farmington Police Department prior to the one year anniversary date from the completion of their probationary period, the Police Officer agrees to repay the entire amount of any hiring bonus which was paid to the Police Officer, as required by the City.

5. Police Officers who are terminated for cause because of circumstances surrounding their integrity, such as criminal misconduct, truthfulness, and related incidents of moral turpitude, prior to the one year anniversary date from the completion of their probationary period, agree to repay the entire amount of any hiring bonus which was paid to the Police Officer, as required by the City.

6. Should any of the events in paragraphs 3, 4 or 5 above occur, Police Officer agrees and consents that the City may withhold amounts owed to him out of his last paycheck, including any payment for accumulated vacation or sick leave, in order to reimburse the City for the bonus and sign-on payment received. After this withholding, Police Officer agrees to repay any remaining amounts due the City for the bonus and sign-on payment he received within __3__ months of termination of employment. If reimbursement to the City is not made, the City will use whatever legal recourse is available to collect the bonus and sign-on payment.

7. Both parties agree that the applicable bonus and sign-on payment does not affect any other rights, duties, obligations, or privileges of each party regarding Police Officer's employment with the City of Farmington. This agreement is not a "guarantee" of continuous employment by the City to the Police Officer, but is merely a stand-alone bonus and sign-on payment for the Police Officer's commitment to stay employed as a Farmington Police Officer for a year or more after the completion of the probationary period.

Insurance:

Insurance coverage is covered in the City of Farmington Group Health Plan.

The City provides life insurance in an amount equal to one times your annual earnings rounded to the next higher \$5,000 increment with a maximum life benefit of \$45,000.

Additional life insurance is available in amounts up to an equivalent of seven times annual salary at employee expense.

Liability Protection Program:

1. **General Liability** - General liability exposures are covered under a self-funded enterprise fund. The state government insurance department does not have legislative authority in this area. Determination of liability and extent of exposure is found within the definitions of exposures and immunities and the maximum dollar limits of the Tort Claims Act of the State. Claims are adjusted by an in-house staff. Litigation is managed by the City Attorney's office. Authority is granted to obtain outside adjustors or counsel if the need arises.
2. **Auto Liability** - Auto liability is covered under a self-funded enterprise fund audited and approved by the State of New Mexico through the Financial Responsibility laws. Maximum dollar exposures are defined within the Tort

claims Act of the State. Claims are adjusted and litigation handled in-house. Outside adjusters or counsel may be engaged if necessary.

3. **Police Liability** - Police liability is covered by the Risk Management Division of the State of New Mexico under a governmental pool authorized by legislation. Dollar exposure limits are defined in the Tort Claims Act of the state. Claims adjusting and litigation are the domain of the state Risk Management Division.
4. **Workers' Compensation** - Workers' compensation is covered under a self-funded plan authorized and approved by the State of New Mexico in accordance with state workers' compensation law. Maximum dollar exposure is defined within the work compensation law. Claims adjusting and litigation are administered in house with the capability of hiring outside adjusters or counsel if the need exists. Excess workers' compensation liability insurance provides coverage in the event that a claim exceeds \$250,000.

Public Employees Retirement Association:

The City retirement plan is under the Public Employees Retirement Association (PERA) of the State of New Mexico. Police Officers are covered under PERA Municipal Police Member Plan 5. Civilians are covered under PERA Municipal General Member Plan 2.

On-call:

On-call pay is provided to specific positions, to include; bomb squad members, detectives, hostage negotiators, K-9 officers, traffic officers and SWAT team members compensation for remaining available or on-call after their respective shift ends.

Officers and/or supervisors on significant leave from their assigned duty will have their on-call pay suspended and reinstated accordingly. This includes but is not limited to; administrative leave, light duty, restricted duty, re-assignment, etc.

Overtime:

The payment of overtime is covered in ARTICLE 4, HOURS OF WORK AND OVERTIME in the City of Farmington Personnel Rules.

Shift Differential:

Members of the Department assigned to the Patrol Division, to include uniformed officers and supervisors receive shift differential pay when working either a swing shift or a graveyard shift. Other eligible employees for shift differential include community service offices and animal control officers assigned to work a swing or graveyard shift.

Shift differential pay is not available to specialty position officers and supervisors such as gang officers, K-9 officers, district coordinator officers and traffic officers. These positions along with other specialty positions receive other add-pays as a monetary compensation for their respective position.

The differential pay will be allocated as follows: Swing Shift @ \$.75/hour and Graveyard Shift @ \$1.50/hour. Officers and or supervisors who fulfill a minimum of a five hour shift overtime assignment on either a swing or graveyard shift are eligible to receive the shift differential for the amount of time actually worked equal to or above the five hours.

Officers and/or supervisors on significant leave from their assigned shift will have their shift differential pay suspended and reinstated accordingly. This includes but is not limited to; administrative leave, light duty, restricted duty, re-assignment, etc. In addition, officers and/or supervisors removed from a specialty position as a result of discipline, and then reassigned to the patrol division shall not receive differential pay if the reassignment is made during an active bid cycle.

Survivor Pension:

Death in the Line-of-Duty, Death Not in-Line-of-Duty, and Elective Survivor Pension Beneficiary are covered in the PERA Member handbook under SURVIVOR PENSIONS. Additional benefits and available services are outlined in the Line-of-Duty-Deaths policy and the Line of Duty Death Manual which are issued to each employee.

Tuition Reimbursement:

The payment of tuition reimbursement is covered in Administrative Regulation AR-2005-3.

Vacation and Sick Leave:

ARTICLE 8, LEAVES AND BENEFITS in the City of Farmington Personnel Rules covers holidays, vacations, sick leave, injury leave, disability leave, administrative leave, jury leave, emergency leave, bereavement leave, military leave, and tuition reimbursement.

Work boot Allowance:

The payment of the work boot allowance is covered in Administrative Regulation AR-10-01.